EXHIBIT "A"

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS

Court Index No. 123190-09

Our File No. C906230

TRIBECA ASSET MANAGEMENT, LLC
A/A/O CHASE/FIRST USA

Plaintiff,

-against-

GIOVANNI LIVIA

Defendants

RECEIVED 2014 AUG 14 P 2:02 GREGG E. BIENSTOCK CITY MARSHAL #17

INCOME EXECUTION

The People of the State of New York
TO ANY ENFORCEMENT OFFICER, GREETING:

SS#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

The following judgment was duly entered in favor of the plaintiff (judgment creditor) in the office of the clerk of the within court:

Court of Original Entry	Entry Date	Original Amount	Amount Due	Plus Interest From
CIVIL COURT OF THE CITY OF NEW YORK COUNTY OF KINGS	February 25, 2010	$1,949.63	$1,949.63	February 25, 2010

WHEREAS, this execution is issued against GIOVANNI LIVIA defendant (judgment debtor) whose last known address is 2327 ROYCE ST BROOKLYN NY 11234-6615 and said defendant (judgment debtor) is receiving or will receive from the Employer* whose name and address is:

UPS
8225 5TH AVE
BROOKLYN, NY 11209

more than $240.00 per week, to wit $1000.00 to be paid in weekly installments of $100.00 each:

Title or Position Badge No.	Soc. Sec. and/or Pension No.	Bureau, Office, Dept. or Subdivision
	***-**-9228	

For more information regarding judgment debtor please contact us at 516-780-7386.

You are directed to satisfy the judgment with interest together with your fees and expenses, out of all monies now and hereafter due and owing to the judgment debtor from the Employer pursuant to CPLR §5231 and 15 U.S.C. 1671, et. seq.

Directions to Judgment Debtor: You are notified and commanded within 20 days to start paying to the Enforcement Officer serving a copy of this Income Execution on you: installments amounting to 10% (but no more than the Federal limits set forth in **I. Limitations on the amount that can be withheld,** below) of any and all salary, wages or other income, including any and all overtime earnings, commissions or other irregular compensation received or hereafter to be received from your Employer and to continue paying such installments until the judgment with interest and the fees and expenses of this Income Execution are fully paid and satisfied, and if you fail to do so this Income Execution will be served upon the Employer by the Enforcement Officer.

Directions to the Employer: You are commanded to withhold and pay over to the Enforcement Officer serving a copy of this Income Execution on you: installments amounting to 10% (but no more than the Federal limits set forth in **I. Limitations on the amount that can be withheld,** below) of any and all salary, wages or other income, including any and all overtime earnings, commissions or other irregular compensation now or hereafter becoming due to judgment debtor until the judgment with interest and the fees and expenses of this Income Execution are fully paid and satisfied.

Dated July 23, 2014

[signature] for KP, PC
LATICIA SPEARS
KIRSCHENBAUM & PHILLIPS, P.C.
40 DANIEL STREET, SUITE 7 PO BOX 9000
FARMINGDALE, NEW YORK 11735-9000 || (516) 746-1144

* "Employer," herein, includes any payor of money to Judgment Debtor.

Important Statement

This income execution directs the withholding of up to 10 percent of the judgment debtor's gross income. In certain cases, however, state or federal law does not permit the withholding of that much of the judgment debtor's gross income. The judgment debtor is referred to New York Civil Practice Law and Rules § 5231 and 15 United States Code § 1671 *et seq.*

Pursuant to CPLR 5205(l), $2,625 of an account containing direct deposit or electronic payments reasonably identifiable as statutorily exempt payments, as defined in CPLR 5205(l)(2), is exempt from execution and the garnishee cannot levy upon or restrain $2,625 in such an account.

Pursuant to CPLR 5222(I), an execution shall not apply to an amount equal or less than 90% of the greater of 240 times the federal minimum hourly wage prescribed in the Fair Labor Standards Act of 1938 or 240 times the state minimum hourly wage prescribed in Labor Law 652 as in effect at the time the earnings are payable, except such part as a court determines to be unnecessary for the reasonable requirements of the judgment debtor and his or her dependents.

**** SEE REVERSE SIDE ****

I Limitations on the amount that can be withheld

A. An income execution for installments from a judgment debtor's gross income cannot exceed ten percent (10%) of the judgment debtor's gross income.

B. If a judgment debtor's weekly disposable earnings are less than the greater of thirty (30) times the current federal minimum wage ($7.25 per hour), or $217.50 or the New York State minimum wage ($8.00 per hour) or $240.00 no deduction can be made from the judgment debtor's earnings under this income execution.

C. A judgment debtor's weekly disposable earnings cannot be reduced below the amount arrived at by multiplying thirty (30) times the greater of the current federal minimum wage ($7.25 per hour), or $217.50 or the New York State minimum wage ($8.00 per hour) or $240.00 under this income execution.

D. If deductions are being made from a judgment debtor's earnings under any orders for alimony, support or maintenance for family members or former spouses, and those deductions equal or exceed twenty-five percent (25%) of the judgment debtor's disposable earnings, no deduction can be made from the judgment debtor's earnings under this income execution.

E. If deductions are being made from a judgment debtor's earnings under any orders for alimony, support or maintenance for family members or former spouses, and those deductions are less than twenty-five percent (25%) of the judgment debtor's disposable earnings, deductions may be made from the judgment debtor's earnings under this income execution. However, the amount arrived at by adding the deductions from earnings made under this execution to the deductions made from earnings under any orders for alimony, support or maintenance for family members or former spouses cannot exceed twenty-five percent (25%) of the judgment debtor's disposable earnings.

NOTE: Nothing in this notice limits the proportion or amount which may be deducted under any order for alimony, support or maintenance for family members or former spouses.

II. Explanation of limitations

Definitions

Disposable Earnings - Disposable earnings are that part of an individual's earnings left after deducting those amounts that are required by law to be withheld (for example, taxes, social security and unemployment insurance, but not deductions for union dues, insurance plans, etc.).

Gross Income - Gross income is salary, wages or other income, including any and all overtime earnings, commissions, and income from trusts, before any deductions are made from such income.

Illustrations regarding earnings

If disposable earnings is:	**Amount to pay or deduct from earnings under this income execution is:**
(a) 30 times the greater of the federal minimum wage ($217.50) or the New York State minimum wage ($240.00) or less	No payment or deduction allowed.
(b) more than 30 times the greater of the federal minimum wage ($217.50)or the New York State minimum wage ($240.00) and less than 40 times the greater of the federal minimum wage ($240.00) or the New York State Minimum Wage ($290.00)	The lesser of: the excess over the greater of 30 times the federal minimum wage ($217.50) or the New York State minimum wage ($240.00) in disposable earning, or of 10% of gross earnings.
(c) 40 times the greater of the federal minimum wage ($290.00) or the New York State minimum wage ($320.00) or more	The lesser of: 25% of disposable earnings or 10% of gross earnings.

III. Notice: You may be able to challenge this income execution through the procedures provided in CPLR § 5231(i) and CPLR § 5240.

If you think that the amount of your income being deducted under this income execution exceeds the amount permitted by state or federal law, you should act promptly because the money will be applied to the judgment. If you claim that the amount of your income being deducted under this income execution exceeds the amount permitted by state or federal law, you should contact your employer or other person paying your income. Further, YOU MAY CONSULT AN ATTORNEY, INCLUDING LEGAL AID IF YOU QUALIFY. New York State law provides two procedures through which an income execution can be challenged.

CPLR § 5231(i) Modification. At any time, the judgment debtor may make a motion to a court for an order modifying an income execution.

CPLR § 5240 Modification or protective order: supervision of enforcement. At any time, the judgment debtor may make a motion to a court for an order denying, limiting, conditioning, regulating, extending or modifying the use of any post-judgment enforcement procedure, including the use of income executions.

Endorsement:

Date and Time execution received:

Installments paid to ______________________ have satisfied the judgment to the extent of $__________

principal and $__________ interest. ______________________ ______________________

Levying officer County

Return to the judgment creditor or his attorney on ______________________ because of inability to find garnishee in the county. ______________________ ______________________

Levying officer County

Associates" received the funds back as it was determined that Mr. Livia's claim was frivolous, as he did authorize the transactions and signed the documents pertaining to those transactions.

We are pleased to inform you that all the accounts which "Saban and Associates" was retained for was removed with the exception of one derogatory account from "Fortis capital LLC", court index number CV-048883-11KI. This is the only item that is currently appearing on Mr. Livia's credit report, which was not yet completed. However the court record reflects that this case has been dismissed on February 6, 2015 by Honorable Judge Noach Dear. A copy of such dismissal is attached for your review.

Please take further notice that we have contacted the three credit bureaus and provided them with the court documents in order to delete this judgment from Mr. Giovanni Livia's credit report. Please be advised that it may take 30-45 days for the credit bureaus to adjust and remove the derogatory information that is currently appearing as the only derogatory item on Mr. Livia's report.

Therefore the outstanding balance currently due to "Saban and Associates" for services provided but not yet paid is $2,520.00 with the remaining outstanding balance of $750.00, which "Saban and Associates" will claim once the judgment is completely removed from Mr Livia's report. At this point "Saban and Associates" has complied with your request to validate the account and provide you with all the information and documents pertaining to this matter. Again, Giovanni Livia's outstanding balance for services provided is currently: $2,520.00. Since those services have been completed we expect Mr. Livia to fulfill his part of the agreement and make the necessary payments without further delay.

"Saban and Associates" is prepared to resolve this matter amicably rather than litigate this matter and seek to recover all costs and attorney fees from Mr. Livia that may incur in litigation.

Should you have any questions in reference to the information I provided, you may visit our office Monday through Thursday between the hours of 12:00 pm and 9:00 pm, Eastern Time.

We look forward to receiving you response.

Very truly,

Saban and Associates

EXHIBIT "B"

Darren

From: giovannil83@gmail.com
Sent: Monday, March 30, 2015 2:58 PM
To: darren@dalawpc.com
Subject: Fwd: Order to Show Cause
Attachments: CCF09172014_00000.pdf; Untitled attachment 00366.htm

Sent from my iPhone

Begin forwarded message:

From: "Saban & Associates" <sabancredit@gmail.com>
Date: September 17, 2014 at 9:44:37 AM EDT
To: Giovanni Livia <giovannil83@gmail.com>
Subject: Re: Order to Show Cause

Mr. Livia,

Please print the attached form and take it with you tomorrow.

Regards,
Lena

On Mon, Sep 8, 2014 at 3:40 PM, Saban & Associates <sabancredit@gmail.com> wrote:
Good day, Mr. Livia,

Haim prepared the form for you. I will mail it today to your mailing address.
Please contact Haim few days before September 18, 2014 in reference to the court hearing.

Regards,
Lena

On Wed, Sep 3, 2014 at 5:11 PM, Saban & Associates <sabancredit@gmail.com> wrote:
Mr. Livia,

Attached please find the documents that you have to file in the court.
The address is 141 Livingston Street in Brooklyn.

Feel free to contact us with any questions.

Regards,
Lena

--
Saban & Associates

2537 West Street
Brooklyn, NY 11223
phone: 718-627-7118
fax: 718-627-2079

--

Saban & Associates
2537 West Street
Brooklyn, NY 11223
phone: 718-627-7118
fax: 718-627-2079

--

Saban & Associates
2537 West Street
Brooklyn, NY 11223
phone: 718-627-7118
fax: 718-627-2079

Darren

From: giovannil83@gmail.com
Sent: Monday, March 30, 2015 2:57 PM
To: darren@dalawpc.com
Subject: Fwd: Order to Show cause
Attachments: OSC2.pdf; Untitled attachment 00372.htm; OSC 1.pdf; Untitled attachment 00375.htm; Instructions.pdf; Untitled attachment 00378.htm

Sent from my iPhone

Begin forwarded message:

> **From:** "Saban & Associates" <sabancredit@gmail.com>
> **Date:** September 30, 2014 at 9:37:34 AM EDT
> **To:** Giovanni Livia <giovannil83@gmail.com>
> **Subject: Order to Show cause**
>
> Good morning Mr. Livia,
>
> I apologize for the delay.
>
> Attached please find 2 orders to show cause and instructions (same for both cases).
> I would advise you not to file both orders in one day.
> You may file one OSC when you go to the court next time for the next scheduled hearing date (in reference to Capital One case), and then the second one on the date when you will go there for the first scheduled hearing in reference to the second OSC. Does it make any sense?
>
> Feel free to call us with any questions.
>
> Regards,
> Lena
>
> --
> **Saban & Associates**
> 2537 West Street
> Brooklyn, NY 11223
> phone: 718-627-7118
> fax: 718-627-2079

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS

Index No. CV04888311KI

Fortis Capital LLC,
Plaintiff,

– against –

Giovanni Livia,
Defendant.

AFFIDAVIT IN SUPPORT OF AN ORDER TO SHOW CAUSE To Vacate a Judgment For Failure to Answer

Movant's address:
2233 East 72nd Street
Brooklyn, NY, 11234

State of New York, County of Kings ss.:

GIOVANNI LIVIA, being duly sworn, deposes and says:

1. I am a defendant and I am making this request in support of the Order to Show Cause to vacate a default judgment, and dismiss this case for lack of personal jurisdiction pursuant to CPLR 5015(a)(4).

2. The court lacks personal jurisdiction because the Summons and Complaint were not served properly. I have never received the court documents in reference to this matter.

3. Alternatively, the default judgment should be vacated pursuant to CPLR 5015(a)(1) and the case restored to the calendar and the attached Proposed Answer deemed timely filed.

4. I did not file an answer to the Complaint with the court because of the following excusable default:

   a. I never received the court papers.

5. I have the following meritorious defense(s):

   a. I do not owe the money.

   b. I am a victim of identity theft or mistaken identity.

   c. I have no business relationship with the plaintiff so the plaintiff lacks standing.

6. I have not asked for a previous Order to Show Cause in this case.

Relief

7. WHEREFORE, I request that the judge vacate any judgment, lift any and all restraints and executions, order restitution, and upon vacatur, dismiss this case for lack of personal jurisdiction, or in the alternative, deem the attached Proposed Answer timely filed, restore the case to the calendar, grant me permission to serve these papers myself, and grant me such other and further relief as may be just.

____
Giovanni Livia, Defendant

Sworn to before me this ________ day

of ______________________, 20______.

____
Notary Public or Court Clerk

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS

Index No. CV04888311KI

Fortis Capital LLC,
Plaintiff,

– against –

Giovanni Livia,
Defendant.

PROPOSED ANSWER CONSUMER CREDIT TRANSACTION

Movant's address:
2233 East 72nd Street
Brooklyn, NY, 11234

GIOVANNI LIVIA, answers the Complaint as follows:

1. General Denial: I deny the allegations of the Complaint.
2. I do not owe the money.
3. I am a victim of identity theft or mistaken identity.
4. I have no business relationship with the plaintiff so the plaintiff lacks standing.

VERIFICATION

State of New York, County of Kings ss.:

GIOVANNI LIVIA, being duly sworn, deposes and says: I am the Defendant in this action, I have read the Proposed Answer Consumer Credit Transaction and know the contents to be true to my own knowledge, except for those matters alleged to be on information and belief, and as to those matters, I believe them to be true.

____
Giovanni Livia, Defendant

Sworn to before me this ________ day

of ____________________, 20 ______.

____
Notary Public or Court Clerk

Made using the NYS Courts FREE DIY Forms

AFFIDAVIT OF FRAUD

I Giovanni Livia the undersigned, do hereby state and declare as follows:

1. That I reside at 2233 East 22nd In the city of BKLYN state of NY zip code 11234 social security # 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

2. That I have not authorized, directed or empowered any individual to seek credit from CAPITAL - ONE in my name.

3. That I did not receive a credit card from CAPITAL - ONE nor did I benefit from the use of said card.

4. I have reason to believe that the following individual(s) applied for and used the credit card:

   Name(s): N/A

   Address:

5. I am/ am not (circle one) accepting responsibility for payment of the balance on this account.

6. Brief explanation of dispute: MY PERSONAL INFORMATION WAS USED TO OBTAIN GOODS OR SERVICES WITHOUT MY AUTORIZATION OR CONSENT AND THE FRAUD HAVE BEEN NOTIFIED TO CAPITAL - ONE.

Date this 4 day of Sept 2014

Signature Giovanni Livia - MRS DONATO 718 991878

Print Name GIOVANNI LIVIA

Notary Signature [signature]

Commission Expiration 1/31/15

Ronald N. Randazzo
Notary Public, State of New York
No. 43-4526037
Certified in Richmond County
Commission Expires 01/31/2015

EXHIBIT "C"

NYS Department of State

Division of Corporations

Informational Message

The information contained in this database is current through August 25, 2015.

No business entities were found for Saban and Associates .

Please refine your search criteria.

To continue please do the following:

Tab to Ok and press the Enter key or Click Ok.

Ok

Services/Programs | Privacy Policy | Accessibility Policy | Disclaimer | Return to DOS Homepage | Contact Us

NYS Department of State

Division of Corporations

Informational Message

The information contained in this database is current through August 25, 2015.

No business entities were found for Saban and Associates Inc.

Please refine your search criteria.

To continue please do the following:

Tab to Ok and press the Enter key or Click Ok.

Ok

Services/Programs | Privacy Policy | Accessibility Policy | Disclaimer | Return to DOS Homepage | Contact Us

NYS Department of State

Division of Corporations

Informational Message

The information contained in this database is current through August 25, 2015.

No business entities were found for Saban and Associates Financial and Credit Services Inc.

Please refine your search criteria.

To continue please do the following:

Tab to Ok and press the Enter key or Click Ok.

Ok

Services/Programs | Privacy Policy | Accessibility Policy | Disclaimer | Return to DOS Homepage | Contact Us

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through June 15, 2015.

Selected Entity Name: SABAN & ASSOCIATES LLC
Selected Entity Status Information

Current Entity Name: SABAN & ASSOCIATES LLC
DOS ID #: 3042088
Initial DOS Filing Date: APRIL 19, 2004
County: KINGS
Jurisdiction: NEW YORK
Entity Type: DOMESTIC LIMITED LIABILITY COMPANY
Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

SABAN & ASSOCIATES LLC
2537 WEST STREET
BROOKLYN, NEW YORK, 11223

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address (es) of the original members, however this

EXHIBIT "D"

Saban and Associates, Inc.

THIS RETAINER AGREEMENT (this "Agreement") is made this 2nd day of SEPT 2014, by and between Saban and Associates, Inc. ("**Saban and Associates**") with an address at 2537 West Street, Brooklyn, NY 11223 and Govardi-Livia (the "**Client**") for the purpose of reviewing credit reports and consulting the Client with respect to his or her negative credit issues and the solution(s) thereto (the "**Purpose**").

Saban and Associates' fee for representing the Client with respect to the purpose will be $ $5,200 - (the "**Fee**"). The Client shall pay to Saban and Associates at the time of signing this Agreement the sum of $ $500 - non-refundable deposit to be applied against the Fee. The remainder of the Fee (the "**Remainder**") is due and payable to Saban & Associates in the manner agreed.

The Client shall have the right to terminate this Agreement within seven (7) days from the execution of this Agreement. The termination must be in a form of **written notice** mailed to Saban and Associates at 2537 West Street Brooklyn, NY 11223. Such termination shall not, however, relieve the Client of the obligation to pay for all services rendered and costs and expenses paid or incurred on Client's behalf prior to the date of such termination. Upon such termination Client will be entitled to the return of the balance of any retainer less the non-refundable deposit together with accrued fees and costs as of the date of the termination.

It is understood and agreed that Saban and Associates' liability whether in contract or in tort or otherwise will not exceed the return of the money paid and in no event will Saban & Associates be liable for special, indirect, or consequential damages.

This Agreement shall be governed by the laws of the State of New York without reference to the principles of conflicts of law. Each party hereby irrevocably submits to the jurisdiction of the courts of the State of New York, sitting in Kings County, and the courts of the United States for the Southern District of New York.

Saban and Associates:

By: ______________________

Client:

____

#030143024358 7

Saban and Associates

Financial and Credit Services, Inc.
2537 West Street, Brooklyn, NY 11223
Phone (718) 627-7118 Fax (718) 627-2079

Application

First Name: Giovanni

Last Name: Livie

Current Address: [redacted]

City: Brooklyn State: NY Zip Code: 11234

Years at this Address: 7

Social Security No#: [redacted] D.O.B: [redacted]

Home Tel: [redacted]

Cell Phone: [redacted]

Office Tel: ______

Please Supply Legible Copies of: [redacted]

1. Drivers License
2. Utility Bill
3. Social Security Card

IN ADDITION PLEASE SUBMITAN APPLICATION FEE PAYMENT IN THE AMOUNT OF $300

The undersigned hereby authorizes Saban and Associates , L.L.C., to request, obtain and review his/her credit report.

Applicant Signature: Approved by phone Date: 6/30/14

(1)

LIMITED POWER OF ATTORNEY

BE IT KNOWN that on this ____day of ____________, 201 ____________________ (the "Client") has made and appointed SABAN & ASSOCIATES, INC. a New York Corporation, with principal place of business at 2537 West Street, Brooklyn, NY 11223 as agent (the "Agent") for him and in his name, place and stead, for the following specific and limited purposes only:

To review credit profile and to communicate regarding same with: (A) creditors, its officers, employees, successors agent and assignees; (B) collection agencies its officers, employees successors, agent and assignees; (C) attorneys of the creditor or its successors and/or assignees in order to (i) correct discrepancies identified on Client's credit profile; or (ii) compromise debt; or (iii) assist with bankruptcy proceedings.

Giving and granting Agent, full power and authority to do and perform all and every act and thing whatsoever necessary to be done in and about the specific and limited premises (set out herein) as fully, to all intents and purposes, as might or could be done if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that Agent shall lawfully do or cause to be done by virtue hereof.

____
Client's Signature

State of)

County of)

______________________________, personally appeared who is known to me or was otherwise suitably identified, and did acknowledge to me that the execution of this Limited Power of Attorney was his/her free act and deed.

The forgoing instrument was acknowledge by me this ____ day of _______, 20_____

____
Notary Public

EXHIBIT "E"

Saban and Associates

New York Office:
2537 West Street
Brooklyn, NY 11223
Phone (718) 627-7118
Fax (718) 627-2079

Florida Office:
2540 Stonegate Dr.
West Palm Beach, FL 33414
Phone (561) 795-4284
Fax (718) 627-2079

November 7, 2014

Giovanni Livia
[redacted]

RE: PAYMENT IS DUE

Dear Giovanni Livia:

Please be advised that my office has attempted to contact you several times in reference to the outstanding balance reflected on your account in the amount of $4,270.00.

Please note that the Retainer Agreement clearly reflects monthly payments in the amount of $430. The Retainer Agreement has been signed on September 2, 2014 and currently your account is reflected as a past due.

I urge you to contact me immediately to make payments on the above referenced account according to the terms and conditions of the Retainer Agreement which you have signed on September 2, 2014.

It is urgent that you contact my office without further delay in order to prevent further actions that may be taken if you fail to comply with the Retainer Agreement that you have signed and executed.

Sincerely,
Haim Cohen Saban
Saban & Associates

EXHIBIT "F"

Saban and Associates

New York Office:
2537 West Street
Brooklyn, NY 11223
Phone (718) 627-7118
Fax (718) 627-2079

Florida Office:
2540 Stonegate Dr.
West Palm Beach, FL 33414
Phone (561) 795-4284
Fax (718) 627-2079

FINAL NOTICE BEFORE COMMENCEMENT OF LEGAL PROCEEDINGS

March 17, 2015

VIA REGULAR U.S. MAIL
VIA CERTIFIED MAIL AND 7014 0150 0000 0328 4885
VIA EMAIL GIOVANNIL83@GMAIL.COM

Giovanni Livia
[redacted]

RE: Saban and Associates vs. Giovanni Livia

Dear Mr. Livia

As you are well aware your outstanding balance is currently reflecting the amount of $3,270.00. Please be advised that numerous requests have been made to clear this balance, but all our attempts to reach you in resolving this matter have gone unanswered.

Furthermore please be advised that we have contacted you and your family members and advised you to stop in our office so we can discuss your account however every appointment that we have made has not been kept by you.

Therefore this letter shall serve as a final demand, that unless payments are made or a payment arrangement is made within 5 days of receiving this letter, "Saban and Associates" will pursue to collect your outstanding balance by referring your account to our legal corporate council for further legal action against you. Seeking all remedies available, "Saban and Associates" as the prevailing party in such action, will be entitled to recover its attorney fees and any other costs from you.

We trust that you will cooperate in resolving this matter without further delay rather than incur substantial expenses regarding this matter.

EXHIBIT "G"

Saban and Associates
Financial and Credit Services, Inc
2537 West St, Brooklyn, NY 11223
Phone (718) 627-7118 Fax (718) 627-2079

Customer Account Statement

Date 3/17/2015

GIOVANNI LIVIA #2
[redacted]

Date	Description	Amount	Balance
09/02/2014	APPLICATION FEE WAIVED	-300	-300
09/02/2014	PAID BY CC	-430	-730
09/02/2014	Application Fee	300	-430
09/02/2014	CIVIL COURT OF THE CITY OF NEW YORK	750	320
09/02/2014	CIVIL COURT OF THE CITY OF NY CV08608209KI	750	1070
09/02/2014	BANK OF AMERICA 488893199191**** Chargeoff	750	1820
09/02/2014	DSNB/MACYS 410451992**** Chargeoff	400	2220
09/02/2014	IC SYSTEMS COLLECTION 6539558**** Collection	400	2620
09/02/2014	LVNV FUNDING 601917032367**** Collection	1000	3620
09/02/2014	JUDGMENT CV09242808 Judgement	750	4370
09/02/2014	COLLECTION BUREAU OF HUDSON VALLEY	400	4770
10/22/2014	PAID BY CC	-500	4270
01/11/2015	CK # 1970	-500	3770
02/06/2015	CK # 1971	-500	3270

Current Balance $3270

Note: Please remit payments to the above address

EXHIBIT "H"

Saban and Associates

New York Office:
2537 West Street
Brooklyn, NY 11223
Phone (718) 627-7118
Fax (718) 627-2079

Florida Office:
2540 Stonegate Dr.
West Palm Beach, FL 33414
Phone (561) 795-4284
Fax (718) 627-2079

March 26, 2015

VIA REGULAR U.S. MAIL;
VIA EMAIL TO: [redacted]

RE: SABAN AND ASSOCIATES VS. GIOVANNI LIVIA

Dear Mrs. Rosa Livia,

Per our phone conversation dated today, March 26, 2015, in reference to your son, Giovanni Livia's outstanding balance which includes derogatory information and public records that appear on his personal credit report dated, June 30, 2014.

Please allow me to share some information with you. Your son, Mr. Giovanni Livia came to our office on September 2, 2014 and requested our services in adjusting and removing certain derogatory information that appeared on his personal credit report.

Mr. Livia executed several documents that were required for us to represent him in this process. He has signed an application, retainer agreement, an affidavit of fraud, a power of attorney, and submitted a copy of his driver's license and social security card as part of the documents that were requested from him in order to proceed on his behalf.

Please be advised that Mr. Livia provided us with a copy of his credit report dated June 30, 2014 which is three months prior of Mr. Livia retaining our services on September 2, 2014. The attached credit report reflects the information provided by Mr. Livia as it appeared on his credit report dated June 30, 2014.

Based on that report "Saban and Associates" provided Mr. Livia with the retainer amount that was required to remove and adjust the derogatory information that appeared on his personal credit report dated June 3, 2014.

We also obtained other credit reports on that date, which copies of such are attached for your review. Mr. Giovanni Livia signed the retainer agreement and "Saban and Associates" proceeded with the services requested by Mr. Livia. Please note that Mr. Livia did make two credit card payments. One dated September 2, 2014 and one dated October 22, 2014, which then Mr. Livia disputed those charges as fraud. We have contacted the card processor and requested mediation to review Mr. Livia's allegations. The result of the mediation was that "Saban and

Waiving none, but reserving all of "Saban and Associates" rights and defenses, we look forward to having your response.

PLEASE GOVERN YOURSELF ACCORDINGLY

Very truly

Haim Cohen Saban
Saban and Associates

Cc: The Law Offices of Richard Rodriguez
Corporte Legal Council

EXHIBIT "I"

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
--X

Giovanni Livia, Plaintiff, CV:

v.

Saban and Associates aka
Saban & Associates LLC aka
Saban and Associates Financial and
Credit Services, Inc aka
Saban and Associates, Inc,
Haim Cohen, Defendant(s)

AFFIDAVIT IN SUPPORT
--X

The undersigned affiant/plaintiff, Giovanni Livia, being first duly sworn and under penalty of perjury, deposes and states in my own support of the above captioned federal district case that:

1. My name is Giovanni Livia, and I am a resident of Kings County residing at 2233 East 72nd Street, Brooklyn, NY 11234.

2. I have never received any other contact from these Defendants prior to this transaction for services.

3. Through the Defendants actions of harassment and intimidation, I felt scared when I received their letters threatening legal action and embarrassed and humiliated with their repeated contact of my mother.

4. From the Defendants harassment, my emotional state which was already fragile from my concern for my credit score, I was caused considerable embarrassment, anxiety, fear, humiliation, trouble eating and sleeping which affects my personal life as well as my work.

By signing this affidavit, I acknowledge that all statements contained herein are true and accurate and that the Courts may rely on the truth of each of these statements.

____
Giovanni Livia

Sworn and subscribed before me this
The 8th day of June, 2015.

____
Notary Public

JOSEPH R. SORRENTINO
Notary Public, State of New York
No. 02SO6082476
Qualified In Kings County
Commission Expires 10/28/2018

EXHIBIT "J"

New York State Unified Court System

COURTS

Attorney Search

Attorney Registration

Registered In-House Counsel Search

In-House Counsel Registration

Resources

E-Courts

Contact Us

COURTS

LITIGANTS

ATTORNEYS

JURORS

JUDGES

CAREERS

SEARCH

Attorney Search

To search you must enter at least the first character of the Attorney's first name OR the first character of the Attorney's middle name AND the first character of the last name. To narrow your search enter the Attorney's full name.

Required Fields:

First Name: Haim

Middle Name: Cohen

Last Name: Saban

Sort by:

- ○ City
- ◉ Last Name
- ○ State
- ○ Registration Number
- ○ Registration Status
- ○ Year Admitted

Your search returned no results.

Search Again

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or email attyreg@nycourts.gov.